IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO. 507 OF 2004

IN

SUMM.SUIT NO.906 OF 2004

Usha Bharat Bhadra .. Plaintiff

versus

M/s Angel-2 NX & ors .. Defendants

...

Mr.L.H.Rambhia for Plaintiff.

Mr.TusharDahibawkar for Defendants.

CORAM : D.G. KARNIK, J

DATED : 5th April 2005.

P.C:-

1. Heard learned counsel for the plaintiff. Mr. Tushar Dahibavkar learned Advocate for the defendants reports no instructions. Learned counsel for the plaintiff hands in the affidavit of service of the Summons for Judgment. The affidavit is taken on record and marked Exhibit A. Learned counsel for the plaintiff also hands in the original documents under a

compilation. The documents are taken on record and collectively marked Exhibit B.

2. I have perused the plaint and the documents filed on record. The defendant no. 1 is a partnership firm and the defendant no.2 to 7 are its partners. For valuable consideration, the defendant no. 1 through its partner defendant no. 3 executed two promissory notes of Rs.1,00,000/- on 30th January, 2002 and 28th March, 2002. As the defendants failed and neglected to make the payment by an advocate’s notice dated 19th December, 2003 the plaintiff demanded the payment but the defendants failed to pay. The plaintiff has filed on record the original copy of the notice of demand and its acknowledgment.

3. In the absence of any application for leave to defend the suit, the averments made in the plaint are deemed to be accepted. The plaintiff is entitled to a decree under order 37 Rule 3 (6) of the Code of Civil Procedure. In the circumstances, I pass the following order :

" Summons for Judgment is made absolute and suit of the plaintiff is decreed as follows :

" The defendants shall pay to the plaintiff a sum of Rs. 2,45,000/- together with interest on the principal sum of Rs.2,00,000/- at 12 % p.a. from the date of the suit till payment and all costs of the suit. "

D.G.KARNIK, J